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~~King Spider LLC~~

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KING SPIDER LLC,

Plaintiff

v.

884886 CH STORE, 8888888888888888 STORE, 9.9
DROP SHIPPING STORE, ALICEJULY STORE,
ARMYCAL STORE, AT666 STORE, AYRBAO
DROP SHIP STORE, BABYOUNG CLOTHING 2ND
STORE, BABYOUNG CLOTHING 3TH STORE,
BANG FOR BUCK STORE, BAOLIWEN STORE,
BOBO HANDSOME STORE, BUYBUYBUY
STORE, CARL-1 DANIELS STORE, CHATGPT
BEST STORE, DA FELLA STORE, DESERT
SPRING, DONGGUAN QICHENG GARMENT CO.,
LTD., DONGGUAN SHIAN TECHNOLOGY CO.,
LTD., DOREMIXXX STORE, ESSENTIALS
DROPSHIPPING STORE, FAR FOREVER STORE,
FASHION YOUNG PEOPLE STORE,
FASHIONBESTBUY STORE, FFOG STORE,
FOSHAN CHANCHENG YOUKU SHOE FIRM,
FOSHAN PEANUT XISHI TRADING CO., LTD.,
GLFS STORE, GOOD DAY0205 STORE,
GUANGZHOU YUHAOTONG TRADING CO.,
LTD., HIGH QUALITY FLAGSHIP FACTORY

CIVIL CASE NO.
23-cv-3472 (JMF)

[PROPOSED]
FINAL DEFAULT JUDGMENT
AND PERMANENT
INJUNCTION ORDER

STORE, HIP FRIEND STORE, KEEP GOVING
 STORE, LDCLFY180212 STORE, LISA DISCOUNT
 STORE STORE, LUXURY FASHION DESIGNER
 STORE, MPSTUIDOS STORE, MR-WARDROBE
 STORE, OT MEN STORE, OVERSIZED
 STREETWEAR STORE, PANG-1983 STORE,
 PREMIUM CUSTOM LUXURY STORE,
 QUANZHOU BEST SUPPLY CHAIN
 MANAGEMENT CO., LTD., SHARE 819 STORE,
 SHINE-SUN STORE, SHOP1102089593 STORE,
 SHOP1102193611 STORE, SHOP1102194552
 STORE, SHOP1102269349 STORE,
 SHOP1102438390 STORE, SHOP1102651876
 STORE, SHOP1102659824 STORE,
 SHOP1102685068 STORE, SHOP1102709057
 STORE, SHOP1102723100 STORE, SHOP4411017
 STORE, SHUJIE XU STORE, STREETWEAR-SUP
 STORE, TEACHER911 STORE, WELL DONE
 CLOTHING STORE, WORLD HOODIES FACTORY
 STORE, XXDAI STORE, YSM171004 STORE,
 YUNYUN HIGH-QUALITY CLOTHING STORE,
 YYDS STORE STORE, ZHUO YUE FASHION
 STORE, AFTER 17 STORE, ALIBABA.COM HONG
 KONG LTD., ALIBABA.COM SINGAPORE E-
 COMMERCE PTE. LTD, ALIEXPRESS E-
 COMMERCE ONE PTE. LTD., ALL TOO WELL
 STORE, BELIEFS STORE, DONGGUAN RAMAX
 FASHION CO., LTD., DONGGUAN XINGMAI
 APPAREL CO., LTD., DONGGUAN XINYI
 CLOTHING CO., LTD., DONGGUAN YIJIA
 CLOTHING CO., LTD., GODDESS OF LUCK
 STORE, GUANGXI YULIN BISEN FOREIGN
 TRADE SERVICE CO., LTD., GUANGXI YULIN
 HUIWANGXIN FOREIGN TRADE SERVICE CO.,
 LTD., GUANGZHOU BAORYUE GARMENT CO.,
 LTD., GUANGZHOU BOXU TRADING CO., LTD.,
 GUANGZHOU FANSHENG TRADE CO., LTD.,
 GUANGZHOU HEALY APPAREL CO., LTD.,
 GUANGZHOU JIEZHAN TRADING CO., LIMITED,
 GUANGZHOU LUOSI INTERNATIONAL
 TRADING CO., LTD., GUANGZHOU YIQI
 INFORMATION TECHNOLOGY CO., LTD, HUBEI
 HUI LI APPAREL CO., LTD., JIANGSU KEYING
 TECHNOLOGY CO., LTD., JIANGXI YI LINGZHI
 CLOTHING CO., LTD., JIANGXI YILILE IMP.&
 EXP. CO., LTD., JINJIANG CHENGWEN SUPPLY

CHAIN MANAGEMENT., LTD., LINGLONGFS
STORE, NANCHANG DAILI CLOTHING CO., LTD.,
OOTDFASHION STORE, QUE LA FAMIL LE
STORE, QINGHUA CLOTHING STORE, HULI
DISTRICT, XIAMEN CITY, ROMANTIC HOUSE 24
STORE, SHANGRAO NIGHT LISTENING
TRADING CO., LTD., SHAOXING JINGUO
GARMENT&FURNISHINGS CO.,LTD, SHENZHEN
CHAOTIAN TRADE CO., LTD., SHENZHEN OTI
TEXTILE TECHNOLOGY CO., LTD., SHOP3561002
STORE, SHOPINVINCIBLE QUALITY STORE,
TIANJIN MAIHE ELECTRONIC COMMERCE CO.,
LTD., WOMEN CLOTHES FACTORY STORE, XI
'AN AVIATION BASE XIN GANZHEN
DEPARTMENT STORE, XIAMEN LINGYAO
TECHNOLOGY CO., LTD., XIAMEN XIAOTIAN
TWILIGHT TECHNOLOGY CO., LTD., XIAMEN
YIYUANSEN TRADING CO., LTD., YIWU
PARTYLAND COSTUMES CO., LTD.,
ZHENGZHOU SHANGZHIJIE TRADING CO., LTD.,
and ZHENPING COUNTY CANSHU CLOTHING
STORE,,



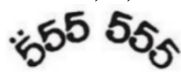

Defendants

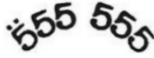
GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket Entry No.</u>
Plaintiff or King Spider	King Spider LLC	N/A
Original Merchant Defendants	884886 CH Store, 8888888888888888 Store, 9.9 drop shipping Store, ALICEJULY Store, Armycal Store, AT666 Store, Ayrbao Drop Ship Store, Babyoung Clothing 2nd Store, Babyoung Clothing 3th Store, Bang For Buck Store, BAOLIWEN Store, BOBO Handsome Store, Buybuybuy Store, Carl-1 Daniels Store, ChatGPT Best Store, Da Fella Store, Desert Spring, Dongguan Qicheng Garment Co., Ltd., Dongguan Shian Technology Co., Ltd., DOREMIXXX Store, Essentials Dropshipping Store, FAR FOREVER Store, Fashion Young People Store, fashionbestbuy Store, FFOG Store, Foshan Chancheng Youku Shoe Firm, Foshan Peanut Xishi Trading Co., Ltd., GLFS Store, Good Day0205 Store, Guangzhou Yuhaotong Trading Co., Ltd., High Quality Flagship Factory Store, Hip Friend Store, Keep Goving Store, LDCLFY180212 Store, Lisa discount store Store, Luxury Fashion Designer Store, MPstuidos Store, mr-wardrobe Store, OT Men Store, Oversized Streetwear Store, Pang-1983 Store, Premium Custom Luxury Store, Quanzhou Best Supply Chain Management Co., Ltd., Share 819 Store, Shine-sun Store, Shop1102089593 Store, Shop1102193611 Store, Shop1102194552 Store, Shop1102269349 Store, Shop1102438390 Store, Shop1102651876 Store, Shop1102659824 Store, Shop1102685068 Store, Shop1102709057 Store, Shop1102723100 Store, Shop4411017 Store, Shujiexu Store, Streetwear-Sup Store, Teacher911 Store, Well Done Clothing Store, World Hoodies Factory Store, XXDai Store, Ysm171004 Store, Yunyun High-quality Clothing Store, YYDS Store Store and Zhuo Yue Fashion Store	N/A
New Merchant Defendants	After 17 Store, All Too Well Store, Beliefs Store, Dongguan Ramax Fashion Co., Ltd., Dongguan Xingmai Apparel Co., Ltd., Dongguan Xinyi Clothing Co., Ltd., Dongguan Yijia Clothing Co., Ltd., Goddess of luck Store, Guangxi Yulin Bisen Foreign Trade Service Co., Ltd., Guangxi Yulin Huiwangxin Foreign Trade Service Co., Ltd., Guangzhou Baoyue Garment Co., Ltd., Guangzhou Boxu Trading Co., Ltd., Guangzhou Fansheng Trade Co., Ltd., Guangzhou Healy	N/A

	Apparel Co., Ltd., Guangzhou Jiezhao Trading Co., Limited, Guangzhou Luosi International Trading Co., Ltd., Guangzhou Yiqi Information Technology Co., Ltd, Hubei Hui Li Apparel Co., Ltd., Jiangsu Keying Technology Co., Ltd., Jiangxi Yi Lingzhi Clothing Co., Ltd., Jiangxi Yilile Imp.& Exp. Co., Ltd., Jinjiang Chengwen Supply Chain Management., Ltd., LINGLONGFS Store, Nanchang Daili Clothing Co., Ltd., Ootdfashion Store, QUE LA FAMIL LE Store, Qinghua Clothing Store, Huli District, Xiamen City, Romantic House 24 Store, Shangrao Night Listening Trading Co., Ltd., Shaoxing Jinguo Garment&Furnishings Co.,Ltd, Shenzhen Chaotian Trade Co., Ltd., Shenzhen Oti Textile Technology Co., Ltd., Shop3561002 Store, ShopInvincible Quality Store, Tianjin Maihe Electronic Commerce Co., Ltd., Women Clothes Factory Store, Xi 'an Aviation Base Xin Ganzhen Department Store, Xiamen Lingyao Technology Co., Ltd., Xiamen Xiaotian Twilight Technology Co., Ltd., Xiamen Yiyuansen Trading Co., Ltd., Yiwu Partyland Costumes Co., Ltd., Zhengzhou Shangzhijie Trading Co., Ltd., and Zhenping County Canshu Clothing Store	
Defaulting Defendants	ChatGPT Best Store, Fashion Young People Store, Foshan Chancheng Youku Shoe Firm, Foshan Peanut Xishi Trading Co., Ltd., Guangzhou Baoyue Garment Co., Ltd., Guangzhou Boxu Trading Co., Ltd., Guangzhou Luosi International Trading Co., Ltd., Guangxi Yulin Bisen Foreign Trade Service Co., Ltd., Guangxi Yulin Huiwangxin Foreign Trade Service Co., Ltd., Hubei Hui Li Apparel Co., Ltd., Jiangsu Keying Technology Co., Ltd., MPstuidos Store, Ootdfashion Store, Qinghua Clothing Store, Huli District, Xiamen City, QUE LA FAMIL LE Store, Shenzhen Chaotian Trade Co., Ltd., Shop1102193611 Store, Shop3561002 Store, ShopInvincible Quality Store, Women Clothes Factory Store, Xi 'an Aviation Base Xin Ganzhen Department Store and Zhengzhou Shangzhijie Trading Co., Ltd.	N/A
Merchant Defendants	Original Merchant Defendants and New Merchant Defendants	N/A
Alibaba.com Hong Kong	Alibaba.com Hong Kong Ltd.	N/A
Alibaba.com Singapore	Alibaba.com Singapore E-Commerce Pte. Ltd.	N/A

AliExpress E-Commerce	AliExpress E-Commerce One Pte. Ltd.	N/A
Alibaba Defendants	Alibaba.com Hong Kong, Alibaba.com Singapore and AliExpress E-Commerce	
Defendants	Merchant Defendants and Alibaba Defendants	
Alibaba	The Alibaba.com online marketplace platform, which allows manufacturers, wholesalers and other third-party merchants, like Merchant Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
AliExpress	The AliExpress.com online marketplace platform, which allows manufacturers, wholesalers and other third-party merchants, like Merchant Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
Alibaba Platforms	Alibaba, AliExpress, 1688.com, Taobao.com and Tmall.com	N/A
Sealing Order	Order to Seal File entered on April 25, 2023	1
Complaint	Plaintiff's Complaint filed on April 26, 2023	6
First Amended Complaint	Plaintiff's First Amended Complaint filed on August 30, 2023	35
SAC	Plaintiff's Second Amended Complaint filed on October 20, 2023	74
TAC	Plaintiff's Third Amended Complaint filed on December 11, 2023	92
FAC	Plaintiff's Fourth Amended Complaint filed on September 18, 2024	148
Epstein Drangel	Epstein Drangel LLP, counsel for Plaintiff	N/A
New York Address	244 Madison Ave, Suite 411, New York, NY 10016	N/A
TRO Application	Plaintiff's <i>ex parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Defendants' Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on April 26, 2023	7-9
TRO	The Temporary Restraining Order against the New Merchant Defendants, Third Party Service Providers and Financial Institutions entered by the Court on May 2, 2023	3

Rucker Dec.	Declaration of CB Rucker in Support of Plaintiff's Application	8
Nastasi Dec.	Declaration of Gabriela N. Nastasi in Support of Plaintiff's Application	9
Second TRO Application	Plaintiff's <i>ex parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Defendants' Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on October 9, 2023	53-56
Second TRO	The Temporary Restraining Order against the New Merchant Defendants, Third Party Service Providers and Financial Institutions entered by the Court on November 7, 2023	83
Second Rucker Dec.	Declaration of CB Rucker in Support of Plaintiff's Second TRO Application	56
Second Nastasi Dec.	Declaration of Gabriela N. Nastasi in Support of Plaintiff's Second TRO Application	55
Sp5der Products	A young, successful high-end lifestyle streetwear line founded by American rapper, Young Thug, specializing in men's and women's apparel, accessories, bags and other ready-made goods	N/A
Sp5der Registrations	<p>U.S. Trademark Registration Nos.: 6,512,199 for "SP5DER" for a variety of goods in Class 25; 6,681,320 for "  " for a variety of goods in Class 25; 7,049,772 for "  " for a variety of goods in Class 25; 7,031,211 for "  " for a variety of goods in Class 25; 6,688,472 for "  " for a variety of goods in Class 25; 7,151,224 for "SP5WOM" for a variety of goods in SP5WOM Class 25; 7,270,084 for " " for a variety of goods in Class 25; 7,367,336 for "SP5 WORLDWIDE" for a variety of goods in Class 25; and 7,166,293 for "555 555" for a variety of goods in Class 25</p>	N/A
Sp5der Applications	U.S. Application Nos.: 97/141,401 for "555 555" for a variety of goods in Classes 9, 25 and 41; 97/141,377 for	

	<p>“SP5DER” for a variety of goods in Classes 9, 35 and 41; and 97/141,407 for</p> <p>“  ” for a variety of goods in Classes 9 and 41</p>	
Sp5der Marks	The marks covered by the Sp5der Registrations and Sp5der Applications	N/A
Counterfeit Products	Products bearing or used in connection with the Sp5der Marks, and/or products in packaging and/or containing labels bearing the Sp5der Marks, and/or bearing or used in connection with marks that are confusingly similar to the Sp5der Marks and/or products that are identical or confusingly similar to the Sp5der Products	N/A
Infringing Listings	Merchant Defendants’ listings for Counterfeit Products	N/A
User Accounts	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and/or AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Defendants’ Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants’ Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any of Defendants’ User Accounts or Defendants’ Merchant Storefronts (whether said accounts are located in the U.S. or abroad)	N/A
Financial Institutions	PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group) and PingPong Global Solutions, Inc. (“PingPong”)	N/A
Third Party Service Providers	Online marketplace platforms, including, without limitation, Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms	N/A

	and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	
Original PI Order	The Preliminary Injunction Order against the Original Merchant Defendants, Third Party Service Providers and Financial Institutions entered by the Court on May 30, 2023	5
Second PI Order	The Preliminary Injunction Order against the Merchant Defendants, Third Party Service Providers and Financial Institutions entered by the Court on December 19, 2023	96
Plaintiff's Motion for Default Judgment	Plaintiff's Motion for Default Judgment and a Permanent Injunction Should Not be Entered Against Defaulting Defendants filed on November 12, 2024	TBD
Nastasi Aff.	Affidavit by Gabriela N. Nastasi in Support of Plaintiff's Motion for Default Judgment	TBD

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Spider Marks, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.

The Court, having considered the Memorandum of Law and Affidavit of Gabriela N. Nastasi in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants, the Certificate of Service of the Summons and Fourth Amended Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) Judgment is granted in favor of Plaintiff for the First and Second Causes of Action pleaded against Defaulting Defendants in the Fourth Amended Complaint; the Third, Fourth and Fifth Causes of Action are dismissed against Defaulting Defendants without prejudice;

II. Damages Awards

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be reasonable and Plaintiff is awarded Seventy Five Thousand U.S. Dollars (\$75,000.000) in statutory damages against the following twenty-two (22) Defaulting Defendants: ChatGPT

BesT Store, Fashion Young People Store, Foshan Chancheng Youku Shoe Firm, Foshan Peanut Xishi Trading Co., Ltd., Guangzhou Baoyue Garment Co., Ltd., Guangzhou Boxu Trading Co., Ltd., Guangzhou Luosi International Trading Co., Ltd., Guangxi Yulin Bisen Foreign Trade Service Co., Ltd., Guangxi Yulin Huiwangxin Foreign Trade Service Co., Ltd., Hubei Hui Li Apparel Co., Ltd., Jiangsu Keying Technology Co., Ltd., MPstuidos Store, Ootdfashion Store, Qinghua Clothing Store, Huli District, Xiamen City, QUE LA FAMIL LE Store, Shenzhen Chaotian Trade Co., Ltd., Shop1102193611 Store, Shop3561002 Store, ShopInvincible Quality Store, Women Clothes Factory Store, Xi 'an Aviation Base Xin Ganzhen Department Store and Zhengzhou Shangzhijie Trading Co., Ltd. pursuant to 15 U.S.C. § 1117(c) of the Lanham Act, plus post-judgment interest.

III. Permanent Injunction

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees and all persons acting in concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:
 - A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Sp5der Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Sp5der Marks;
 - B. directly or indirectly infringing in any manner Plaintiff's Sp5der Marks;
 - C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Sp5der Marks to identify any goods or services not authorized by Plaintiff;

- D. using Plaintiff's Sp5der Marks and/or any other marks that are confusingly similar to the Sp5der Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities and Plaintiff
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defaulting Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation exportation, advertising, marketing, promotion, distribution, displaying, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe Plaintiff's Sp5der Marks or bear any marks that are confusingly similar to the Sp5der Marks pursuant to 15 U.S.C. § 1118.
- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including the Third Party Service Providers and Financial Institutions who satisfy those requirements and are identified in this Order, are permanently enjoined and restrained from:
 - A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defaulting Defendants' Assets from or to Defaulting Defendants' Financial Accounts.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including Third Party Service Providers who satisfy those requirements and are identified in this order are permanently enjoined and restrained from:
 - A. instructing, aiding or abetting Defaulting Defendants and/or any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(1)(G) and III(3)(A) above.

IV. Dissolution of Rule 62(a) Stay

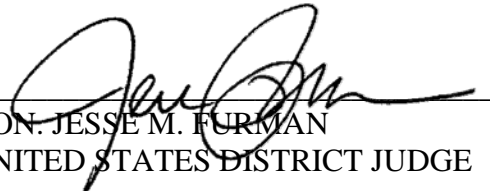
- 1) IT IS FURTHER ORDERED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

V. Miscellaneous Relief

- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order;
- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property; and
- 3) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

SIGNED this 17 day of December, 2024, at .m.


HON. JESSE M. FURMAN
UNITED STATES DISTRICT JUDGE

Because the Court "expressly determines that there is no just reason for delay," Fed. R. Civ. P. 54(b); *see Grand River Enterprises Six Nations, Ltd. v. Pryor*, 425 F.3d 158, 164-65 (2d Cir. 2005), the Clerk of Court is directed to enter judgment against the Defaulting Defendants, terminate them as parties in the case, and terminate ECF No. 182.